



ICANS Authorized User Agreement

This Authorized User Agreement is entered into by and between _____ (*name*) employed by _____ (*name of agency/organization/individual*) and the State of Idaho, Department of Health and Welfare, Division of Behavioral Health.

Name of Agency Designating Authorized User: _____.

1. PURPOSE

- 1.1** This Agreement is entered into for the purpose of allowing an Agency's designated Authorized User a limited license in order to access and use ICANS.

2. DEFINITIONS

- 2.1 Agency.** A Covered Entity (agency/organization/individual) or a Business Associate of a Covered Entity as defined under HIPAA and entering into an ICANS Agency Agreement with DBH.
- 2.2 Authorized User.** An individual designated by an Agency or DBH as having job duties necessitating access to ICANS and meeting the conditions specified in Section 5 of the Agency Agreement.
- 2.3 Authorized User Agreement.** A legally binding agreement between DBH and an Authorized User. Under the ICANS Authorized User Agreement, DBH registers the Authorized User in accordance with, and the Authorized User agrees to comply with, these Terms and Conditions.
- 2.4 ICANS.** A secure, electronic, Internet-based, EHR system is used to administer and manage CANS assessments in Idaho.
- 2.5 Protected Health Information.** Protected Health Information means any information created for or received from an Individual under the ICANS Informed Consent from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all information within the statutory meaning of "Protected Health Information" (45 CFR § 160.103). Protected Health Information includes information maintained or transmitted in any form, electronic or otherwise.
- 2.6 Electronic Health Record (EHR).** Protected digital health record housed in a secure digital space (web-hosted) accessible only by authorized persons.
- 2.7 Privacy.** An individual's desire to limit the disclosure of personal information.
- 2.8 Security.** Measures to protect the confidentiality, integrity and availability of information and the information systems used to access it.



3. AUTHORIZED USERS OBLIGATION AND ACTIVITIES

- 3.1 Authorized User Agreement Required.** Only Authorized Users who are designated by an Agency, enter into an ICANS User Agreement, in writing, with DBH, and comply with the Authorized User Agreement, ICANS eManual, ICANS Privacy Policy, and the ICANS Security Safeguards Policy, shall be permitted to access ICANS in accordance with this Section.
- 3.2 Authorized Users.** By signing this agreement, the Authorized User acknowledges and certifies that they will:
- 3.2.1 Access ICANS only as reasonably necessary for the performance of the Agency's activities.
 - 3.2.2 Agreed not to disclose any user IDs, passwords and/or other security measures issued to them to any other party.
 - 3.2.3 Understand that by signing this Authorized User Agreement that failure to comply with these Terms and Conditions may result in the withdrawal of Idaho CANS use privileges.
 - 3.2.4 Comply with all other requirements as described in this agreement, the ICANS Agency Agreement, the ICANS eManual, ICANS Privacy Policy, ICANS Security Safeguards Policies, and other terms and conditions to which DBH may agree, at its discretion.
 - 3.2.5 Has completed/received certification for a training program provided by DBH or another training program approved by DBH.
- 3.3 Approval of Authorized Users by DBH.** DBH may approve each Authorized User designated by the Agency. The nature and extent of authorized access to ICANS shall be determined by:
- 3.3.1 Legitimate need to fulfill job responsibilities.
 - 3.3.2 Local/state/federal/funding requirements.
 - 3.3.3 Confidentiality requirements.
 - 3.3.4 Security requirements.
 - 3.3.5 Whether an Agency Agreement and Authorized Users Agreement has been signed.
 - 3.3.6 Compliance of the proposed Authorized User with ICANS User Agreement, Privacy Policy, and Security Safeguards Policy.
- 3.4 Compliance with Laws and Regulations.** The Authorized User shall adhere in all respects to the provisions of these Terms and Conditions, and with all other applicable federal, state and local laws, ordinances and regulations. This includes the protection of confidential health information under HIPAA and 42 CFR Part 2.
- 3.5 Passwords and Other Security Mechanisms.**
- 3.5.1 Upon DBH approval, DBH will issue a unique user ID, password and/or other security measure, as described in the ICANS eManual, to each Authorized User, which will permit the Authorized User to access the ICANS. DBH restrict ICANS access and/or other security measures based on the information given by the Agency (Identification of Authorized Users) of the ICANS Agency Agreement, and such other information as DBH determines appropriate.
 - 3.5.2 The unique user ID, password and/or other security measure shall be provided directly to the Authorized User. DBH shall notify the Agency's AIA of the issuance of the user IDs, passwords and/or other security measures to their Authorized Users.
 - 3.5.3 The Authorized User must immediately notify DBH whenever they leave the employment of the Agency, their job duties no longer require them to be an Authorized User for the Agency, or if they are removed from the Agency's list of Authorized Users. DBH will immediately cancel and deactivate the user ID, password and/or other security measure of any individual who is no longer an Authorized User.



3.5.4 If DBH determines the Authorized User knowingly or willfully violated the Security policies, or failed to comply with the restrictions on the use of protected health information imposed under the laws of the United States of America and the State of Idaho, DBH may immediately restrict access to ICANS.

- 3.6 Termination of Authorized Users.** DBH and the Agency shall require all their Authorized Users to use ICANS only in accordance with the ICANS Agency Agreement, ICANS Authorized User Agreement, these Terms and Conditions, ICANS eManual, the Privacy Policy and the Security Safeguards Policy. Any Authorized Users failing to act in accordance with the Agency Agreement, Authorized User Agreement, these Terms and Conditions, ICANS eManual, the Privacy Policy and the Security Safeguards Policy will be disciplined in accordance with DBH or the Agency's disciplinary policies and procedures. Such disciplinary action may include termination.
- 3.7 No Use by Other than Authorized Users.** Both DBH and the Agency shall restrict access to and use of ICANS only to the Authorized Users identified to DBH.
- 3.8 Grant by DBH for an Authorized User.** DBH grants to each registered Authorized User, and each Authorized User accepts, a nonexclusive, personal, nontransferable, limited right to access and use ICANS. Authorized User must remain in full compliance with these Terms and Conditions and the Authorized User Agreement. DBH retains all other rights to all the components of ICANS. No Authorized User shall obtain any rights to ICANS except for the limited rights expressly granted by these Terms and Conditions.
- 3.9 Permitted Uses.** A registered Authorized User may use ICANS only for the purposes described in the ICANS eManual and in accordance with this Section.

4. USE OF ICANS.

- 4.1 Rights of Authorized Users.** The Authorized User shall have no rights to access ICANS or any client data or other ICANS information except for those purposes granted to the Authorized User by DBH and the Agency. Any granted rights of an Authorized User shall cease upon the termination of that Authorized User by DBH or the cessation of employment or job duties as an Authorized User by the Agency. DBH and the Agency shall require all their Authorized Users to use ICANS only in accordance with the Agency Agreement, Authorized User Agreement, these Terms and Conditions, ICANS eManual, and the Privacy Policy and the Security Safeguards Policy. Any Authorized Users failing to act in accordance with the Agency Agreement, Authorized User Agreement, these Terms and Conditions, ICANS Manual, the Privacy Policy and the Security Safeguards Policy will be disciplined in accordance with DBH or the Agency disciplinary policies and procedures.
- 4.2 Changes or Termination of ICANS.** DBH may change ICANS, or may cease providing ICANS, at any time. Changes to ICANS that reduce or limit the functionality or levels of service provided shall only be made with the prior approval of DBH, unless circumstances beyond DBH's control require the change. DBH will give at least ninety (90) days advanced notice to Agencies/Authorized Users of such changes or cessation of service, unless circumstances beyond DBH's control require the change or cessation.
- 4.3 Accuracy of Data.** The Authorized User is responsible for validating the accuracy of all output and reports, and protecting their data and programs from loss, by implementing appropriate security measures, including routine backup procedures. DBH is not responsible for the content of any information transmitted or received through DBH provision of ICANS.



- 4.4 Help Desk Services.** DBH shall provide, or arrange for, technical assistance in resolving difficulties in accessing and using ICANS. The Agency acknowledges and accepts that DBH Help Desk services are not sold but are provided as a free service for the convenience of the Agency, without representation or warranty of any kind, and as such no liability will be taken for advice and assistance given to the Agency where the Agency or representatives deem that advice to be inappropriate or incorrect. DBH and the Help Desk accept no responsibility for any loss that may be suffered by any Agency who relies totally or partially on information imparted by the Help Desk to make the service workable in the Agency's environment. DBH and the Help Desk will not be liable to the provider or any other persons or entity with respect to any liability, loss or damage caused or alleged to be caused either directly or indirectly by ICANS or the Help Desk. DBH reserves the right to protect Help Desk staff from any form of abuse by withdrawing the Help Desk service from the Agency or Authorized User at any time deemed fit by DBH.
- 4.5 Audits and Reports.** DBH shall monitor audit trails to ensure Authorized Users are following policies and procedures and adhering to privacy and confidentiality standards.
- 4.6 ICANS eManual.** The ICANS eManual sets forth the policies and procedures under which DBH shall provide ICANS, and shall be consistent with these Terms and Conditions. The ICANS eManual is incorporated by reference into, and thus is a part of, these Terms and Conditions.
- 4.7 Changes to the ICANS Manual.** DBH may amend, repeal and replace these Terms and Conditions and/or the ICANS eManual at any time. Any changes to these Terms and Conditions or the ICANS eManual shall automatically be incorporated by reference into each User Agreement. The changes are legally binding upon DBH and the Agency, as of the effective date of the change.
- 4.8 Development and Notice of Changes to Terms and Conditions.** DBH is solely responsible for the development of these Terms and Conditions. DBH generally shall notify all Agencies/Authorized Users of any proposed changes to the Terms and Conditions at least thirty (30) days before implementation of the changes. Agencies/Authorized Users may withdraw from participation within the thirty (30) day notice period if they do not agree to the proposed changes. However, if the change is required in order for DBH and/or Agencies/Authorized Users to comply with applicable laws or regulations, DBH may implement the change and provide notice to Agencies/Authorized Users within a shorter period of time that DBH determines is appropriate under the circumstances.
- 4.9 ICANS Privacy Policy.** DBH may amend, repeal and replace at any time. Any changes shall automatically be incorporated by reference into each Agency and User Agreement. The changes are legally binding upon DBH and the Agency, as of the effective date of the change.
- 4.10 ICANS Security Safeguards Policy.** DBH may amend, repeal and replace at any time. Any changes shall automatically be incorporated by reference into each Agency and User Agreement. The changes are legally binding upon DBH and the Agency, as of the effective date of the change.

5. EFFECTIVE DATE AND TERM OF THE AGENCY AGREEMENT

- 5.1 Effective Date.** This Agreement is effective when it is signed by DBH and the Authorized User, or at a later date as specified in an amendment.
- 5.2 ICANS Access.** The Authorized User shall not have access to ICANS until the Agreement is effective.
- 5.3 Agreement End Date.** This Agreement shall automatically continue from year to year thereafter unless terminated by either party as provided in this Agreement.



By signing below, you indicate that you have read this entire Agreement and agree to abide by it. Any violation of this agreement may result in the revocation of Authorized User's access to ICANS. Criminal prosecution may be undertaken if you knowingly and intentionally disclose the information to anyone who is unauthorized, or use the data for fraudulent purposes.

Print Name: _____

Signature: _____

Date: _____

